



20060215000075130 1/7 \$30.00
Shelby Cnty Judge of Probate, AL
02/15/2006 10:09:35AM FILED/CERT

Mortgage filing privilege taxes have been previously paid on indebtedness in the amount of \$4,180,000 in connection with that certain Accommodation Mortgage dated December 6, 1999 recorded with the Judge of Probate of Shelby County, Alabama in Instrument # 1999/50198, as amended by that certain First Amendment to Mortgage dated July 14, 2000 recorded with the Judge of Probate of Shelby County, Alabama in Instrument # 2000/26364, as amended by that certain Second Amendment to Mortgage dated April 11, 2002 recorded with the Judge of Probate of Shelby County, Alabama in Instrument # 20020509000218410; as amended by that certain Third Amendment to Mortgage dated February 7, 2003 recorded with the Judge of Probate of Shelby County, Alabama in Instrument # 20030319000165760; and as amended by that certain Fourth Amendment to Mortgage dated April 18, 2003 as recorded with the Judge of Probate of Shelby County, Alabama in Instrument # 20030512000295730; and as amended by that certain Fifth Amendment to Mortgage dated March 23, 2004 as recorded with the Judge of Probate of Shelby County, Alabama in Instrument # 20040323000147810; and as amended by that certain Sixth Amendment to Mortgage dated April 16, 2004 as recorded with the Judge of Probate of Shelby County, Alabama in Instrument # 20040416001988980. No additional mortgage filing privilege taxes are due in connection with the recording of this instrument.

STATE OF ALABAMA)
COUNTY OF SHELBY)

SEVENTH AMENDMENT TO MORTGAGE

THIS SEVENTH AMENDMENT TO MORTGAGE ("this Amendment") dated as of November 21, 2005 (the "Effective Date") is entered into by **WATERFORD, L.L.C.**, an Alabama limited liability company, and **SHELBY SPRINGS STOCK FARMS, INC.**, an Alabama limited liability company (collectively, the "Mortgagor"), and **FIRST AMERICAN BANK**, an Alabama banking corporation, as successor by merger to National Bank of Commerce, a national banking association (the "Lender").

Recitals

A. The Mortgagor has heretofore executed a certain Accommodation Mortgage dated December 6, 1999 and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument # 1999/50198 in favor of the Lender, as subsequently amended from time to time (the "Mortgage") and most recently amended by that certain Sixth Amendment to Mortgage dated March 22, 2004 recorded with the Judge of Probate of Shelby County, Alabama as Instrument # 20040416001988980.

B. The Mortgage secures (among other things) (i) a certain loan made by the Lender to Waterford, L.L.C. (the "Borrower") in the original maximum principal amount of \$2,700,000, which loan has subsequently been amended and restated various times and is currently in the maximum principal amount of \$1,049,601 (the "Original Loan"), which Original Loan is evidenced by that certain Amended and Restated Master Note - Commercial Loans (Renewal) dated September 28, 2004 executed by the Borrower in favor of the Lender in said maximum principal amount, (ii) one additional loan made by the Lender to the Borrower in the principal amount of \$2,000,000 (the "March 2004 Loan"), which March 2004 Loan is evidenced by that certain Master Note - Commercial Loans dated March 22, 2004 in said principal amount.

C. The Lender has also made two additional loans to the Borrower, each in the principal amount of \$240,000 (the "May 2005 Loans"), which May 2005 Loans are evidenced by those certain Universal Note and Security Agreements dated May 20, 2005 in said principal amounts.

D. The Mortgagor has requested that the Lender extend certain additional indebtedness in the amount of \$2,000,000 to the Borrower (the "November 2005 Loan"), which the Lender has agreed to do, upon the condition that, among other things, the Mortgagor execute this Amendment in order to reflect that the Mortgage shall also secure the repayment of the November 2005 Loan and the May 2005 Loan.

Agreement

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth in this Amendment, effective as of the Effective Date, the Mortgagor and the Lender hereby agree as follows:

1. Capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings attributed thereto in the Mortgage.

2. From and after the Effective Date, the second paragraph on page 1 of the Mortgage shall be, and it is hereby, replaced in its entirety with the following:

WHEREAS, Waterford, L.L.C. is justly indebted to the Mortgagee in the amounts of (a) Two Million and No/100 Dollars (\$2,000,000.00) as evidenced by that certain Master Note - Commercial Loans dated March 22, 2004 which bears interest as provided therein, (b) Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00) as evidenced by that certain Universal Note and Security Agreement dated May 20, 2005, which bears interest as provided therein, (c) Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00) as evidenced by that certain Universal Note and Security Agreement dated May 20, 2005, which bears interest as provided therein, (d) One Million Forty-Nine Thousand Six Hundred One and No/100 Dollars (\$1,049,601.00) as evidenced by that certain Master Note - Commercial Loans (Renewals) dated September 28, 2004, which bears interest as provided therein, and (e) Two Million and No/100 Dollars (\$2,000,000.00) as evidenced by that certain Master Note - Commercial Loans dated November __, 2004, which bears interest as provided therein.

3. Exhibit B of the Mortgage is hereby amended by replacing the list of Credit Documents contained therein with the list of Credit Documents set forth in Revised Exhibit B attached hereto and made a part hereof.

4. In order to induce the Lender to enter into this Amendment, the Mortgagor hereby represents and warrants that all the representations and warranties set forth in the Mortgage and each of the Credit Documents are true and correct as of the date of this Amendment and as of the date of execution hereof; and no event of default under the Mortgage has occurred and is continuing.

5. Except as hereby expressly modified and amended the Mortgage shall remain in full force and effect in accordance with its terms. This Amendment is not intended to be or create, nor shall it be construed as, a novation or an accord and satisfaction of the debts secured by the Mortgage.



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IN WITNESS WHEREOF, each of the undersigned has executed this Amendment or caused this Amendment to be executed in its name and on its behalf by its duly authorized officer or member, as the case may be, all as of the Effective Date first set forth above.

WATERFORD, L.L.C.

By: _____

John G. Reamer, Jr., Its Member

SHELBY SPRINGS STOCK FARMS, INC.

By: _____

John G. Reamer, Jr., Its President

FIRST AMERICAN BANK

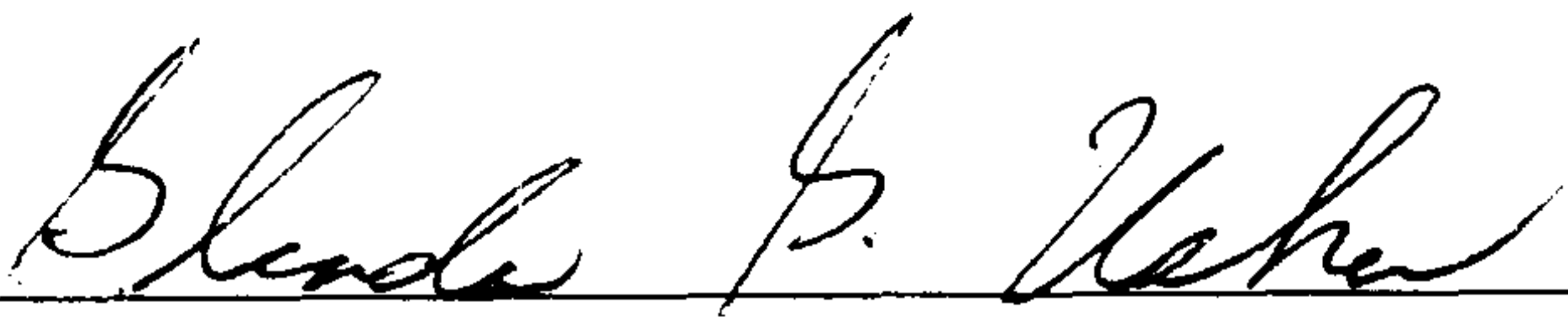
By: _____

C. Houston Gillespy, Its Senior Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John G. Reamer, Jr., whose name as a member of Waterford, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 21 day of November, 2005.



Notary Public


[AFFIX SEAL]

My Commission Expires: _____
NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES JAN 1, 2007
BONDED THROUGH NOTARY PUBLIC EXAMINATIONS

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John G. Reamer, Jr., whose name as President of Shelby Springs Stock Farms, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 21 day of November, 2005.



Notary Public

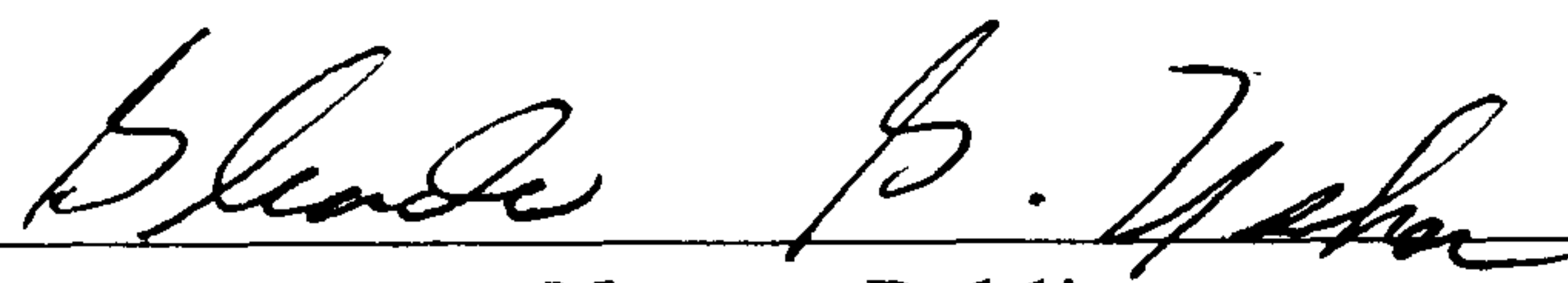
[AFFIX SEAL]

My Commission Expires: _____
NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES JAN 1, 2007
BONDED THROUGH NOTARY PUBLIC EXAMINATIONS

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that C. Houston Gillespy, whose name as Senior Vice President of First American Bank, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal, this 21 day of November, 2005.



Notary Public

[AFFIX SEAL]

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES: Aug 1, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument was prepared by:
Jonathan D. Kipp
MAYNARD, COOPER & GALE, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203-2618

REVISED EXHIBIT B

(Revised Schedule of Credit Documents)

The "**Credit Documents**" referred to in this Agreement include the following:

1. Amended and Restated Credit Agreement dated July 14, 2000, as subsequently amended from time to time.
2. Master Note – Commercial Loans dated March 22, 2004 in the principal amount of Two Million and No/100 Dollars (\$2,000,000.00) executed by the Borrower in favor of the Lender.
3. Master Note – Commercial Loans (Renewal) dated September 28, 2004 in the principal amount of One Million Forty-Nine Thousand Six Hundred One and No/100 Dollars (\$1,049,601.00) executed by the Borrower in favor of the Lender.
4. Universal Note and Security Agreement dated May 20, 2005 in the principal amount of Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00) executed by the Borrower and the Lender.
5. Universal Note and Security Agreement dated May 20, 2005 in the principal amount of Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00) executed by the Borrower and the Lender.
6. Master Note – Commercial Loans dated November 21, 2005 in the principal amount of Two Million and No/100 Dollars (\$2,000,000.00) executed by the Borrower in favor of the Lender.
7. Accommodation Mortgage dated December 6, 1999 executed by the Borrower in favor of the Lender, as subsequently amended from time to time.
8. Environmental Indemnity Agreement dated July 14, 2000 executed by the Borrower, Shelby Springs Stock Farms, Inc. and John G. Reamer, Jr. in favor of the Lender, as subsequently amended from time to time.
9. Amended and Restated Guaranty Agreement dated July 14, 2000 executed by John G. Reamer, Jr. in favor of the Lender, as subsequently amended from time to time.